

Exhibit C  
(True) Bills of Lading

ORIGINAL

## CITI FREIGHT LOGISTICS INC

## BILL OF LADING

FMC-OTI No. 027883NF

FOR PORT-TO-PORT OR COMBINED TRANSPORT

## EXPORTER/SHIPPER

WINWEAR LIMITED  
SONDA, SHARIFPUR, MALAKERBARI,  
NATIONAL UNIVERSITY, GAZIPUR SADAR,  
GAZIPUR-1704, BANGLADESH.

## BOOKING NUMBER

MEDUKA938340

## BILL OF LADING NUMBER

CITIMEDUKA938340

## CONSOLIDATION NUMBER

## CONTAINER NUMBER

## EXPORT REFERENCES

## SHIPPER'S REFERENCES

## CONSIGNEE TO

TO THE ORDER OF:  
THE PREMIER BANK LTD.  
MOHAKHALI BRANCH. 99, MOHAKHALI C/A,  
DHAKA-1212, BANGLADESH.

## FORWARDING AGENT

CLASSIC FREIGHT LTD.  
HOUSE 1/8 (1ST FLOOR) ROAD - 8 BLOCK - I BANANI,  
DHAKA-1213 BANGLADESH, TEL: +880222270286

## POINT (STATE) OF ORIGIN OR FTZ NUMBER

## NOTIFY PARTY/INTERMEDIATE CONSIGNEE

1) NORTH SOUTH US INC,  
8475, 168 PL. JAMAICA, NEW YORK, USA  
2) INTERNATIONAL TRADE FINANCE LLC  
8 THE GREEN, SUITE NO. 5232, DOVER, DE 19901, U.S.A

## DESTINATION AGENT

CITI FREIGHT LOGISTICS INC.  
55 CARTER DRIVE, SUITE# 201, EDISON,  
NJ, 08817, USA, 732-837-3884,  
docs@citifreightlogistics.com imports@citifreightu,  
FMC-OTI NO. : 027883NF

## \* PRE-CARRIAGE BY

\* PLACE OF RECEIPT BY PRE-CARRIER  
CHATTOGRAM, BANGLADESH

## VESSEL

MSC JUANITA F V-SC126R

## PORT OF LOADING/EXPORT

CHATTOGRAM, BANGLADESH

## LOADING PIER/TERMINAL

CHATTOGRAM, BANGLADESH

## FOREIGN PORT OF UNLOADING/DISCHARGE

NEW YORK, U.S.A

## \* PLACE OF DELIVERY BY ON-CARRIER

NEW YORK, U.S.A

## CO-LOADED WITH

## CONTAINERIZED

YES

## CARRIER'S RECEIPT

## PARTICULARS FURNISHED BY SHIPPER

## MARKS AND NUMBERS

## NO. OF PKGS

## DESCRIPTION OF PACKAGES AND GOODS

## GROSS WEIGHT

## MEASUREMENT

## MAIN MARK:

NEW YORK  
STYLE NO:  
COLOR:  
Q'TY: 12 PCS  
BOX NO :  
SIDE MARK:

1242 CARTONS

MEN'S JOGGING SET  
PO NUMBER: AW-16-11-20, AW-14-11-20  
STYLE NO: N-01-08, AD-004-14  
HS CODE: 6109.1000  
INVOICE NO: WIN/ASIA/EX/F-64/2021/049  
DATE: 18-07-2021  
EXP NO.: 2161-001730-2021  
DATE: 18-07-2021  
S.C NO.: AW/001/14,15,16/11/2020  
DATE: 26-12-2021  
LC NUMBER: 210326DLC327KSCB  
DATE: 26-03-21  
FREIGHT COLLECT18,127.40  
KGS

66.25 CBM

SHIPPED ON BOARD

08 AUG 2021

CONTAINER NO: FFAU2187608 SEAL: FX18239223 SIZE: 40HC MODE: CYCY

\* APPLICABLE ONLY WHEN DOCUMENT USED AS COMBINED TRANSPORT BILL OF LADING

DECLARED VALUE (FOR AD VALOREM PURPOSE ONLY).  
(REFER TO CLAUSE 26 ON REVERSE HEREOF) IN US\$

In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the shipper, consignee and owner of the goods and the holder of this bill of lading, agree to be bound by all the stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such shipper, consignee, owner or holder.

In witness whereof three (3) bills of lading, all of the tenor and date have been signed, one of which being accomplished, the others to stand void.

FREIGHT AND CHARGES  
FREIGHT COLLECTBY: CITI FREIGHT LOGISTICS INC., As Carrier  
CLASSIC FREIGHT LTD.NO. OF ORIGINALS  
ORIGINAL

DATE: 08-08-2021

PLACE OF ISSUE: DHAKA, BANGLADESH

AS AGENT





### Combined Transport Bill of Lading

[illegible][illegible][illegible]



Combined Transport Bill of Lading

orts at Ocean Carrier's option, and the Ocean Carrier's responsibility shall then cease. (F) Ocean Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or deposit of Goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading, concerning notification or a tally party.

11. (Transshipment and Forwarding) (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft, barge, or other means of



ORIGINAL

## CITI FREIGHT LOGISTICS INC

## BILL OF LADING

FMC-OTI No. 027883NF

FOR PORT-TO-PORT OR COMBINED TRANSPORT

## EXPORTER/SHIPPER

WINWEAR LIMITED  
SONDA, SHARIFPUR, MALAKERBARI,  
NATIONAL UNIVERSITY, GAZIPUR SADAR,  
GAZIPUR-1704, BANGLADESH.

## BOOKING NUMBER

MEDUKA943266

## BILL OF LADING NUMBER

CITIMEDUKA943266

## CONSOLIDATION NUMBER

## CONTAINER NUMBER

## EXPORT REFERENCES

## SHIPPER'S REFERENCES

## CONSIGNEE TO

TO THE ORDER OF:  
THE PREMIER BANK LTD.  
MOHAKHALI BRANCH. 99, MOHAKHALI C/A,  
DHAKA-1212, BANGLADESH.

## FORWARDING AGENT

CLASSIC FREIGHT LTD.  
HOUSE 1/B (1ST FLOOR) ROAD - 8 BLOCK - I BANANI,  
DHAKA-1213 BANGLADESH, TEL: +880222270286

## POINT (STATE) OF ORIGIN OR FTZ NUMBER

## NOTIFY PARTY/INTERMEDIATE CONSIGNEE

1) NORTH SOUTH US INC,  
8475, 168 PL. JAMAICA, NEW YORK, USA2) INTERNATIONAL TRADE FINANCE LLC  
8 THE GREEN, SUITE NO. 5232, DOVER, DE 19901, U.S.A

## DESTINATION AGENT

CITI FREIGHT LOGISTICS INC.  
55 CARTER DRIVE, SUITE# 201, EDISON,  
NJ, 08817, USA, 732-837-3884,  
docs@citifreightlogistics.com imports@citifreightu,  
FMC-OTI NO. : 027883NF

## \* PRE-CARRIAGE BY

\* PLACE OF RECEIPT BY PRE-CARRIER  
CHATTOGRAM, BANGLADESH

## VESSEL

MSC KYMEA XA130R

## PORT OF LOADING/EXPORT

CHATTOGRAM, BANGLADESH

## LOADING PIER/TERMINAL

CHATTOGRAM, BANGLADESH

FOREIGN PORT OF UNLOADING/DISCHARGE  
NEW YORK, U.S.A\* PLACE OF DELIVERY BY ON-CARRIER  
NEW YORK, U.S.A

## CO-LOADED WITH

## CONTAINERIZED

YES

## CARRIER'S RECEIPT

## PARTICULARS FURNISHED BY SHIPPER

## MARKS AND NUMBERS

## NO. OF PKGS

## DESCRIPTION OF PACKAGES AND GOODS

## GROSS WEIGHT

## MEASUREMENT

## MAIN MARK:

NEW YORK  
STYLE NO:  
COLOR:  
QTY: 36 PCS  
BOX NO:

959 CARTONS

MEN'S JOGGING SET (HOODY)  
PO NUMBER: AW-15-11-20, AW-14-11-20  
STYLE NO: N-001-15, N-002-15, GC-003-15, AD-004-15,  
AD-005-15, AD-004-14, LC-002-14, N-001-14  
HS CODE: 6109.1000  
INVOICE NO: WIN/ASIA/TEX/F-64/2021/051  
DATE: 09-08-2021  
EXP NO.: 2161-001881-2021  
DATE: 10-08-2021  
S.C NO.: AW/001/14, 15, 16/11/2020  
DATE: 26-12-2021  
LC NUMBER: 210326DLC327KSCB  
DATE: 26-03-2021  
FREIGHT COLLECT14,319.50  
KGS

65.12 CBM

SHIPPED ON BOARD

15 AUG 2021

CONTAINER NO: MEDU7931517 SEAL: FX18239911 SIZE: 40HC MODE: CYCY

\* APPLICABLE ONLY WHEN DOCUMENT USED AS COMBINED TRANSPORT BILL OF LADING

DECLARED VALUE (FOR AD VALOREM PURPOSE ONLY).  
(REFER TO CLAUSE 26 ON REVERSE HEREOF) IN US\$

In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the shipper, consignee and owner of the goods and the holder of this bill of lading, agree to be bound by all the stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such shipper, consignee, owner or holder.

In witness whereof three (3) bills of lading, all of the tenor and date have been signed, one of which being accomplished, the others to stand void.

FREIGHT AND CHARGES  
FREIGHT COLLECTBY: CITI FREIGHT LOGISTICS INC., As Carrier  
CLASSIC FREIGHT LTD.NO. OF ORIGINALS  
ORIGINAL

DATE: 15-08-2021

PLACE OF ISSUE: DHAKA, BANGLADESH

AS AGENT



## Combined Transport Bill of Lading

(b) *Parties* When used in this Bill of Lading (a) "Ocean Carrier" means the company stated on the front of the bill of lading, which performs the sea carriage of Goods, and the vessel, her owner, and demise charterer, whether any of the preceding parties is acting as ocean carrier, non-vessel operating common carrier, or bailee. (b) "Inland Carrier" means any carrier (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee. (c) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more inland carriers.

"Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport; (3) "Merchant" includes the shipper, consignee, consignee, owner, and receiver of the Goods and the holder of the Bill of Lading; (4) "Goods" means the cargo described on the face of the Bill of Lading and, if the cargo is packed into containers, supplied or furnished by or on behalf of or for the use of the Merchant, includes the contents of the containers; (5) "Incidental Services" means the services of stevedores, lighters, barge or other means of transport that is substituted in whole or in part for the vessel; (7) "Containers" includes any containers (including an open top container) for rack, platform, rail, transportable tank, pallet or any other device used for transportation of goods; (8) "Laden on Board" or similar words endorsed on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Ocean Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier; (9) "On Board" means the Goods are loaded on board the Vessel or are in the custody of the Ocean Carrier, or if the Goods are transported by a combined railroad or other Inland Carrier; (10) "Subcontractor" includes stevedores, longshoremen, lighters, terminal operators, warehousemen, truckers, agents, carriers, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods; (11) "United States" or "U.S." means the United States of America.

(Carriage Paramount) (A) Insofar as this bill of Lading covers Carriage of Goods by water, this bill of Lading shall have effect subject to the provisions of the "Hague Rules", namely the Rules adopted by the International Conference of Maritime Law, Brussels, August 24, 1924, as amended (including those enacted by the Protocol dated at Brussels, February 23, 1968, known as the Visby Rules), as enacted in the country of shipment. When no such enactment is in force in the country of shipment or is otherwise completely applicable, the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of destination, the Rules of the International Conference of Maritime Law, Brussels, August 24, 1924, as amended, shall be enacted by the Convention shall apply. (B) If this bill of Lading covers Goods moving to or from ports of the United States in foreign trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. §1350-1356 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall apply to the goods whether they are shipped in a vessel registered in or under the laws of the United States or in a vessel registered in any other country. The goods are in the custody of the Ocean Carrier and any other water carrier and no seaworthiness provided in this bill of Lading.

3. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.

6. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Ocean Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws, statutes, or regulations of any country.

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(c) **Responsibility** (A) Insofar as this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Ocean Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge. (B) If this Bill of Lading is used for combined transport, the responsibility of the Ocean Carrier and each of its subcontractors shall be limited to the period when the carrier has custody of the Goods. (C) If this Bill of Lading is used for Port-to-Port Transportation, the responsibility of the Ocean Carrier shall be limited to the period when the carrier has custody of the Goods. (D) If this Bill of Lading is used for combined transport, the responsibility of the Ocean Carrier shall be limited to the period when they left the sea landing at the point of discharge, or caused during any period or subsequent period of carriage by sea or otherwise, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (E) Save as indicated (C) above, with respect to loss or damage caused during handling, storage or carriage of the Goods by Ocean Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant if he had made a direct and separate contract with the Subcontractor, the Ocean Carrier is not responsible. (F) If the Ocean Carrier is authorized under any applicable law, rules or regulations to undertake such handling, storage, or carriage under its own responsibility, the Ocean Carrier shall only be liable for procuring such handling, storage or carriage. If such handling, storage or carriage occurred at or between ports in Europe, or where otherwise applicable, such responsibility shall be governed (a) if it may be by the Convention on the Contract for the International Carriage of Goods by Road Transport 1956 (CMR), (b) if it may be by the Convention on the Contract for the International Carriage of Goods by Rail, dated 19 February 1951 (CIM), (c) if it may be by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Windsor 12 October, 1959, as amended by the Hague Protocol dated 29 September, 1955 (Warsaw Convention); (d) if it is established by the Merchant that an inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be to the inland carrier, but, unless the inland Carrier would have been liable to the Merchant for such loss or damage, the Ocean Carrier shall not be responsible for such loss or damage to the Goods, as applicable. (g) Notwithstanding foregoing Article 7 (A) or (B), the Ocean Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in line to meet any particular market a rate, and the Ocean Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay. (f) If this Bill of Lading is used for Port-to-Port Transportation, the column indicating final destination on the face of this Bill of Lading shall not be binding on the Ocean Carrier. (g) If this Bill of Lading is used for combined transport, the responsibility for the loss or damage to the Goods shall be limited to the measure of the loss or destruction of the Goods at the point of discharge.

4. **[Incoterms]** (a) In any situation whatsoever whether or not adding or anticipated before commencement of carriage of the transport, which in the judgement of the Ocean Carrier (including for the purposes of this Article the Merchant and any person carrying with the transport or salvaging of the Goods) has given or is likely to give rise to a claim for damage, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Ocean Carrier, a vessel, any particular Goods or any property, or has rendered or is likely to render in any way unusable, irreparable, unseizable, or otherwise of less value to the Owner, Carrier or the Merchant (b) the compliance or continuance of the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by the Ocean Carrier, the Ocean Carrier (1) at any time shall be entitled to unship the contract cargo and otherwise dispose of the Goods in such way as the Ocean Carrier may deem advisable at the risk and expense of the Merchant and/or (2) before the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt of loading, shall be entitled to refuse to load the Goods on the Vessel, a vehicle, or other means of transport, and upon such refusal to do so, to warehouse or place them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaiting transshipment shall be entitled to transship the transport there and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (4) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, arriving, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge the Goods, the Ocean Carrier shall be entitled to stop the transport there to discharge them. Any actions under (3) or (4) above shall constitute complete and final delivery and performance of this contract, and the Ocean Carrier hereafter shall be under no claim any responsibility for loss, damage or delay to the Goods.

(F) If after discharge, discharge, or any other action necessary to release (A) above the Ocean Carrier retains, stores or stores any Goods, it shall be liable to the Merchant for the cost of storage and handling of the Goods, and the Merchant shall reimburse the Ocean Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to subpart (A). Including delay or expense to the Vessel, and the Ocean Carrier shall have a lien upon the Goods to enforce.

(C) The allegations referred to in paragraph (A) above shall not, however, be limited to those giving cause to apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances of the public order, or to those giving cause to apprehension of the seizure of the vessel, or to the closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trade, or to the suspension of the postal service, or to the suspension of the telegraphic service, or to quarantines, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether or not general and whether or not involving employees of the Ocean Carrier or its Subcontractors, congestion of the port, war, sea terminal, or similar place, shortage, absence or obstacle of labor or facilities for loading, discharge, delivery, or other handling of the cargo, or other circumstances of a similar nature, and which would reasonably be expected to result in the cargo being damaged or lost.

direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

8. (Description and Particulars of Goods) Any materials all the rice and rice used for cooking to make, Refined, description, quantity, quality, gauge, weight, measure, kinds, value, and any other particulars of the Goods, to be furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and it is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.

16. (Use of Containers) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier, the Ocean Carrier shall be at liberty to pack and carry the Goods in any type of container.

11. [Ocean Carrier's Containere] (A) The Merchant assumes full responsibility for and shall indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containere and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by the Ocean Carrier's containere or its contents while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant.

15. (a) Container Packed by Merchant If the cargo received by the Ocean or Inland Carrier is in a container packed by or on behalf of the Merchant. (A) This Bill of Lading is prima facie evidence of the receipt only of the number on the face of this Bill of Lading. (B) The Merchant shall not be liable for any loss of or damage to the contents of the container or to the contents of the container. (C) The Merchant accepts no responsibility for the accuracy of the description of condition or particulars. (D) The Merchant warrants (1) that the stowage of the contents of the containers and the closing and sealing of the containers are safe and proper, and (2) that the containers and their contents are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Article 16. In the event of the Merchant's breach of any of these warranties, the Merchant shall be liable for any loss of or damage to the contents of the container or to the contents of the container resulting from any raveling loss or damage to persons or property (including the Goods) (C) The Merchant shall inspect the container when it is furnished by or on behalf of the Ocean Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Ocean Carrier before the transport contract is delivered to the Ocean Carrier. (D) The Merchant's obligation under this Bill of Lading, and the Ocean Carrier shall not be liable for any loss of or damage to the contents of the container. (E) The Ocean and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred therefor shall be borne by the Merchant. (F) If the Merchant shall not be liable for any loss of or damage to the contents of the container, the Ocean Carrier shall not be liable for any loss of or damage to the contents of the container.

12. [Special Carriage or Container] (A) The Ocean Carrier does not undertake to carry its Goods in refrigerated, heated, ventilated, or any other special hold or container, nor to carry any special container packed by or on behalf of the Merchant, but the Ocean Carrier will treat such Goods or containers only as ordinary goods or dry containers, respectively; unless: (1) the special arrangements for the carriage of such Goods or containers have been agreed to in writing between the Ocean Carrier and its consignee, as required under clause 9 above; provided that (B) if the cargo received by the Ocean Carrier is damaged, lost or spoiled, as required under clause 10 above, the Ocean Carrier shall not be responsible for the function of a special container supplied by or on behalf of the Merchant. (C) The Ocean Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration or heating machinery, installation, ship's plant, or other such apparatus of the Vessel or container, provided that the Ocean Carrier shall before each of the beginning of the transport undertake diligence to maintain the special hold or container in efficient state. (D) If the cargo is damaged, lost or spoiled, as required under clause 10 above, the cargo owner may request the Merchant to investigate in this Bill of Lading, the Ocean Carrier will seal the thermometric column within the moisture temperature range it does not guarantee the maintenance of such column to raise the container. (E) If the cargo received by the Ocean or Inland Carrier is in refrigerated or heated condition by or on behalf of the Merchant, it is the obligation of the Merchant to ensure that the cargo is maintained at the thermometric constant exactly. The Ocean Carrier will be liable for the loss or damage to the cargo resulting from failure of or resulting from the Merchant's failure to maintain the maintenance of the intended temperature inside the container.

(A) The Ocean Carrier undertakes to carry Goods of an explosive, inflammable, corrosive, dangerous, poisonous, or dangerous nature only upon the Ocean Carrier's express agreement, which shall be given by the Merchant prior to the carriage of such Goods. Such application must specify the name, nature and classification of the Goods, as well as how they are dangerous and the method of stowage, marking, labeling, together with the full names and addresses of the shipper and the consignee.

(B) The Merchant undertakes that the nature and danger of such Goods is distinctly hand prominently marked on the outside of the package or container containing them.

(C) Merchant shall indicate the nature and danger of such Goods on the bill of lading.

(D) Wherever applicable, the Goods shall be carried in accordance with the regulation or by the Ocean Carrier (E) Whenever applicable, the Goods have been discovered to be infectious by the Ocean or Inland Carrier without complying with subpara. (A), (B), (C) above, or the Goods have been damaged, lost, or prohibited or by any loss or regulation of any place during the voyage, the Ocean Carrier shall be entitled to have such Goods removed innocuous, thrown overboard, destroyed, or otherwise disposed of at the Ocean Carrier's discretion without compensation, and the Merchant shall be liable for and indemnify the Ocean Carrier against any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of such removal, destruction, disposal, or throwing overboard.

(F) If the right conferred upon a Merchant under paragraph (A) above is exercised, it is agreed that the Goods involved in compliance with subpara. (A), (B), (C) above have become dangerous, even if not dangerous when received by the Ocean or Inland Carrier.

(G) The Ocean Carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and all the risk and expense of the Merchant.

15. Between Owner and Deck (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such goods are carried on the Ocean Carrier shall not be regarded as specially loaded mark, or stamp any statement such as "on deck stowage" on the face of the Bill of Lading any certificate, or any other document. (B) Goods in containers, vans, trailers, or chassis may be carried in ports, free zones, bonded areas, or other areas, or on the passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, other moving equipment and all other Goods customarily or reasonably carried on deck may, at Ocean Carrier's option, be carried on deck without further notice to Merchant and without liability to the Ocean Carrier for the risks inherent in or incident to such carriage. (D) Goods carried deck and stowed on the Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Lading.

16. Between Agent and Owner With respect to the custody and carriage of bills of lading and papers of title, the Agent shall be deemed to be the Owner for all purposes and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Lading.

57. Valuable Goods The Ocean Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

18. (Heavy Lifting) (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant fails in its obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) The Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier.

16. Delivery by Maatla The Ocean Carrier shall not be liable for late delivery or delaying delivery in accordance with the terms, unless such matters have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant. The Merchant shall be responsible for the correct marking of the Goods, package, or container. The Merchant shall place high, together with the names of the port of discharge and place of delivery. (b) In no circumstances shall the Ocean Carrier be responsible for delivery of the goods in accordance with other than leading marks. (c) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on the bill of lading and that the Merchant shall indemnify the Ocean Carrier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (d) Goods that cannot be identified as to names or numbers, cargo sweeping, repel marks and any other marks shall be completely and completely destroyed. (e) The Merchant shall be responsible for the verification of the identification of Goods of the Ocean Carrier in proportion to any special charges, loss of weight or damage.

29. Delivery) (1) The Ocean Carrier shall have the right to deliver the Goods at any time at the Vessel site, customs/warehouse, wharf, or any other place designated by the Ocean Carrier. Within the geographic limits of the port of discharge or place of delivery shown on the face of this Bill of Lading (8) The Ocean Carrier's responsibility shall cease when the Goods have been delivered to the place designated on the face of this Bill of Lading (8) and the receipt of the goods by the receiver of the goods shall be accepted by the Ocean Carrier. Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Ocean Carrier's responsibility. (2) In case the cargo received by the Ocean Carrier is consigned prepaid by or on behalf of the Merchant (1) The Ocean Carrier shall only be responsible for delivery of the total number of containers received by the Merchant (1) The Ocean Carrier shall not be required to unpack the containers and/or to count the contents of the containers.

[illegible]

21. (Transshipment and Forwarding) (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of

[illegible][illegible]

Except to the extent otherwise provided in writing, the Freight to be paid by the Merchant shall be calculated on the basis of the perfections of the Goods furnished by the Merchant, or value as limited by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier is not responsible for ascertaining the actual perfections at any time and at the risk and expense of the Merchant upon the delivery or package and examine contents, weight, measure, and value of the Goods, in any case in which the perfections of the Goods, the weight, measure, and value of the Goods, the condition of the Goods, the condition of the package, and the condition of the freight have been determined by the carrier, the carrier shall be liable for the correct freight, plus (1) as liquidated and ascertained damage, an additional sum equal to the correct freight, (2) Freight

[illegible]

25. And for the performance of obligations of any of them under the Bill of Lading 25  
26. 25, (Notice of Claim and Time for suit against Ocean Carrier) (A) Unless notice of loss or damage and the  
27. general nature of such loss or damage be given in writing to the Ocean Carrier at the Port of discharge or place of  
28. delivery before or at the time of delivery of the Goods or; If the loss or damage is not apparent within 3 days after  
29. delivery, then within 15 days after delivery of the Goods, in writing to the Ocean Carrier, (B) The Ocean Carrier  
30. shall be discharged from all liability in respect of the Goods, including without limitation nondelivery,  
31. redelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the  
32. date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the  
33. time specified unless process shall have been served and judgment obtained over the Ocean Carrier within such

18. **(Limitation of Liability)** (A) Subject to suspect (B) below for the purpose of determining the extent of this Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Ocean Carrier shall not be liable for any loss of profit or any consequential loss. (B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the custody or carriage to which the applicable version of the Hague Rules apply: (1) The Ocean Carrier shall not be liable for loss of or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules, which when U.S. COGSA is applicable is an amount not exceeding U.S. \$500 per package or unit; (2) In the event that the applicable version of the Hague Rules is not applicable, the amount recoverable by the Merchant below the net invoice of the Goods by the Ocean Carrier and transferred on the face of this Bill of Lading and ocean freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Ocean Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value has been virtually inflated or is manifestly higher than the actual value, the Ocean Carrier shall not be liable to pay value in excess of the actual value. The cargo has been packed by the Merchant in such a manner that it is suitable for transport on or behalf of the Merchant, it is expressly agreed that the number of such containers or articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

[illegible]

28. (Both to *Elzevir Collisions*) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier against all loss or liability which might be incurred directly or indirectly to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped, or recovered by the other or

non-carrying ship or her owners as part of their claim against the carrying vessel or its owner. The foregoing provisions shall also apply where the owners, charterers or consignees of any ship or cargo are liable to the cargo owner in respect of any claim against the carrying vessel or its owner arising out of a collision or other accident.

26. (Carriage of Metal Products, Lumber, Cotton) The term "special good order and condition" when used in the Bill of Lading does not mean: (a) (i) references to iron, steel, or metal products, then the Goods when received were in special good order and condition; (ii) references to lumber, then the Goods when received were in special good order and condition; (iii) references to cotton, then the Goods when received were then in visible state of disrepair, including, but not limited to, tears, shreds, holes, chafed, blemishes or splitting. If the merchant so requests a substitute bill of lading will be issued setting forth any notation as to the condition of the Goods when received. (b) (i) references to special good order and condition shall not be taken as meaning that any carrier on the vessel or his charterers or consignees shall be responsible for any damage, resulting therefrom, to the Goods or the vessel or its cargo, or for any loss of the covering or any damage, resulting therefrom, to the cargo. Every Carrier shall not be responsible for any such damage.

38. (Grain) Discharge of grain received by the Ocean Carrier in bulk may be in port, on barges, and or lighters, or elsewhere, using or not using elevators, and such discharge shall constitute a sufficient delivery by the Carrier.

Thereafter said grain shall be at the risk and expense of the Merchant.

§1. (Intermodal Transportation) (A) This Bill of Lading may be issued for intermodal transportation in any country. When so issued as between the Merchant and an inland carrier custody and carriage of the Goods by the inland carrier are subject to the relevant laws, regulations, tariffs and bill of lading are available from the Ocean or inland carrier upon request. (B) Claims by the Merchant against an inland carrier for loss or damage shall be given and suit commenced as provided in the inland carrier's applicable bill of lading.

32. (Ocean Carrier's Tariff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of the applicable tariff are obtainable from the Ocean Carrier upon request.

23. *Severability of Terms.* The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or enforceability of any other part or term shall not be affected.

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ORIGINAL

## CITI FREIGHT LOGISTICS INC

## BILL OF LADING

FMC-OTI No. 027883NF

FOR PORT-TO-PORT OR COMBINED TRANSPORT

## EXPORTER/SHIPPER

WINWEAR LIMITED  
SONDA, SHARIFPUR, MALAKERBARI,  
NATIONAL UNIVERSITY, GAZIPUR SADAR,  
GAZIPUR-1704, BANGLADESH.

## BOOKING NUMBER

MEDUKA849828

## BILL OF LADING NUMBER

CITIMEDUKA849828

## CONSOLIDATION NUMBER

## CONTAINER NUMBER

## EXPORT REFERENCES

## SHIPPER'S REFERENCES

## CONSIGNEE TO

TO THE ORDER OF:  
THE PREMIER BANK LTD.  
MOHAKHALI BRANCH 99, MOHAKHALI C/A,  
DHAKA-1212, BANGLADESH.

## FORWARDING AGENT

CLASSIC FREIGHT LTD.  
HOUSE 1/B (1ST FLOOR) ROAD - 8 BLOCK - I BANANI,  
DHAKA-1213 BANGLADESH, TEL: +880222270286

## POINT (STATE) OF ORIGIN OR FTZ NUMBER

## NOTIFY PARTY/INTERMEDIATE CONSIGNEE

1) NORTH SOUTH US INC,  
8475, 168 PL. JAMAICA, NEW YORK, USA2) INTERNATIONAL TRADE FINANCE LLC  
8 THE GREEN, SUITE NO. 5232, DOVER, DE 19901, U.S.A

## DESTINATION AGENT

CITI FREIGHT LOGISTICS INC.  
55 CARTER DRIVE, SUITE# 201, EDISON,  
NJ, 08817, USA, 732-837-3884,  
docs@citifreightlogistics.com imports@citifreightu,  
FMC-OTI NO. : 027883NF

## \* PRE-CARRIAGE BY

\* PLACE OF RECEIPT BY PRE-CARRIER  
CHATTOGRAM, BANGLADESHVESSEL  
SOL STRAITS 2110SPORT OF LOADING/EXPORT  
CHATTOGRAM, BANGLADESHLOADING PIER/TERMINAL  
CHATTOGRAM, BANGLADESHFOREIGN PORT OF UNLOADING/DISCHARGE  
NEW YORK, U.S.A\* PLACE OF DELIVERY BY ON-CARRIER  
NEW YORK, U.S.A

## CO-LOADED WITH

## CONTAINERIZED

YES

## CARRIER'S RECEIPT

## PARTICULARS FURNISHED BY SHIPPER

## MARKS AND NUMBERS

## NO. OF PKGS

## DESCRIPTION OF PACKAGES AND GOODS

## GROSS WEIGHT

## MEASUREMENT

AS PER COMMERCIAL INVOICE.

874 CARTONS

MEN'S TOP BOTTOM SET  
PO NUMBER: AW-08-11-20, AW-09-11-20, AW-10-11-20  
STYLE NO: N-08-07, N-08-08, N-09-03, N-09-07,  
N-08-09, N-10-03, N-10-07, N-08-10  
HS CODE: 6109.1000  
INVOICE NO : WIN/ASIATEX/F-64/2021/032  
DATE: 29.05.2021  
EXP NO.: 2161-001009-2021  
DATE: 09.05.2021  
S.C NO.: AW/08/09/10/11/2020  
DATE: 17.01.2021  
LC NUMBER: 210326DLC530KSCB  
DATE: 26-03-21  
FREIGHT COLLECT14056.00  
KGS

68.50 CBM

SHIPPED ON BOARD

4 JUN 2021

CONTAINER NO: SEAL: SIZE: MODE  
SEGU6123845 FX16121428 40HC CYCY

\* APPLICABLE ONLY WHEN DOCUMENT USED AS COMBINED TRANSPORT BILL OF LADING

DECLARED VALUE (FOR AD VALOREM PURPOSE ONLY).  
(REFER TO CLAUSE 26 ON REVERSE HEREOF) IN US\$In accepting this bill of lading, any local customs  
or privileges to the contrary notwithstanding, the  
shipper, consignee and owner of the goods and  
the holder of this bill of lading, agree to be bound  
by all the stipulations, exceptions and conditions  
stated herein whether written, printed, stamped  
or incorporated on the front or reverse side hereof,  
as fully as if they were all signed by such shipper,  
consignee, owner or holder.In witness whereof three (3) bills of lading, all  
of the tenor and date have been signed, one of  
which being accomplished, the others to stand void.FREIGHT AND CHARGES  
FREIGHT COLLECTBY: CITI FREIGHT LOGISTICS INC., As Carrier  
CLASSIC FREIGHT LTD.NO. OF ORIGINALS  
ORIGINAL

DATE: 04-06-2021

PLACE OF ISSUE: DHAKA, BANGLADESH

AS AGENT





### Combined Transport Bill of Lading

[illegible][illegible][illegible]



At this point of discharge or place of delivery, or if they be transacted, they, when made, may be forwarded to their intended port of discharge or place of delivery at the Ocean Carrier's expense, but the Ocean Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (3) In case of Ports-of-Call Transshipment, transshipment of cargo, or a change from one port of inland port to another, pending within the strict limits of the contract, is to be at the sole risk and expense of the Merchant, and neither the Ocean Carrier nor its Vessel shall be deemed to be in breach or principal of a prior or subsequent contract notwithstanding the issuance by the Ocean Carrier of a Bill of Lading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Ocean Carrier.

22. **The Vessel.** The Ocean Carrier shall not be responsible for any loss of or damage to the Goods arising from the occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or neglect of the Ocean Carrier.

23. **Liability (A)** The Ocean Carrier shall have a lien on the Goods, which shall include delivery, for all freight due and for charges, demurrage, loss, damage, expenses, and any other sums (including costs, customs fees, attorney fees, and other fees for recovering the sums) chargeable to the Merchant under this Bill of Lading and any preliminary contract, as well as for carriage of the Goods. Ocean Carrier may foreclose the lien by selling the Goods without notice to the Merchant privately or by public auction. If on sale of the Goods the proceeds fail to cover the amount due and the costs and fees incurred, the Ocean Carrier shall be entitled to recover the deficit from the Merchant. (B) If the Goods are damaged, lost, or destroyed, the Ocean Carrier shall be liable to the Merchant for the full value of the Goods, as determined, decayed or otherwise disposed of, by the Ocean Carrier (without responsibility to it) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the sole risk and expense of the Merchant.

24. **Freight and Charges.** (a) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or inland Carrier, but the Merchant shall not be liable for any loss or damage to the Goods or for any claim against the Ocean Carrier if the Merchant upon the container or package and examine contents, weight, measure, and value of the Goods. In case of incorrect declaration of the contents, weight, measure and value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier: (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details and expenses incurred in recovering the correct details from the Merchant. (b) Freight shall be payable to the Ocean Carrier in full at the time of delivery of the Goods to the point of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Ocean Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Ocean Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel under the Goods be lost, stricken, or damaged or unground Goods. (c) The Payment of freight and other charges shall be made in full and in cash without any offset, counter claim, or deduction. Where freight is payable at the point of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in this Bill of Lading, or, at Ocean Carrier's option, in full

[illegible]

25. (Notice of Claim and Allow for Suit.) The Ocean Carrier shall be liable for any loss or damage and the replacement of such loss or damage be given to writing to the Ocean Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days after delivery. The Goods shall be deemed to have been delivered as described in this Bill of Lading. (2) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation condavolary, misdelivery, delay, loss, or damage, unless all have been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Ocean Carrier within such

26. **(Limitation of Liability)** (A) Subject to paragraph (B) below for the purpose of determining the extent of the Ocean Carrier's liability for loss or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchants net invoice cost, plus freight and insurance premium, if placed. The Ocean Carrier shall not be liable for any loss of or any consequential damage. (B) In the event of a loss or damage to the Goods, the Ocean Carrier shall be liable for the part of the custody of the Goods to which this applicable version of the Hague Rules applies: (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowed per package or unit in the applicable version of the Hague Rules, which when U.S. COGSA is applicable is an amount not exceeding U.S. \$500 per package or customary freight unit, unless the value (and nature) of Goods is higher than this amount two

been declared in writing by the Merchant before receipt of the Goods by the Ocean Carrier and inserted on the face of this Bill of Lading and any freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Ocean Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the actual value. If the actual value of the Goods is less than the declared value, the Ocean Carrier shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or unitized into a similar outfit of transport by or on behalf of the Merchant, the expressly agreed that the number of such containers or similar outfits of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the Limitation of Liability.

27. (General Average: New-Just Claims) (a) General average shall be adjusted, valued and settled in my port of call at the Ocean Center's option and according to the York-Antwerp Rules, 1974 and in no event shall my port of call be by the Ocean Center and the settlement of the general average and in the currency payable by the Ocean Center. The general average statement shall be prepared by the adjusters appointed by the Ocean Center. Average agreement or bond and such cash deposits as the Ocean Center may deem sufficient to cover the estimated contribution of the Goods and any savings and special charges thereon and any other additional securities as the Ocean Center may require shall be furnished by the Merchant to the Ocean Center before delivery of the Goods. (b) In the event of accident, damage, derelict, or disaster before or after commencement of the voyage

resulting from any cause whatsoever, whether due to negligence or not for which or the consequence of which the Ocean Carrier isn't responsible by statute, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average in the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Ocean Carrier, salvage shall be paid for as fully and in like the same manner as if such salvaging ship belonged to strangers.

28. [Article 19 - Collision] If the vessel carrying this collection has collision with another ship as a result of the negligence of the vessel carrying this collection or if it collides with another ship, cargo, or persons of the vessel or if it causes damage to other ships, cargo, or persons of the vessel, the Merchant shall indemnify the Ocean Carrier against all claims and costs arising therefrom.

liability which might be traced directly or indirectly to the owner or non-carrying ship or her owners transfer as cargo loss or liability represents loss of or damage to the Goods or any claim whatsoever of the Merchant paid or payable by the owner or non-carrying ship or her owners to the Merchant and against, accepted, recovered by the owner or non-carrying ship or her owners as part of their claim against the carrying-essel or its owner. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than ships or in addition to the colliding ships or objects are at fault in respect of a collision or contact standing or other accident.

25. (Carriage of Metals Products, Lustrous, Cotton) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (a) with reference to iron, steel, or metal products, that the Goods when received

34. (Grant) Discharge of grain received by this Ocean Carrier is hereby made in full, on barges, and on lighters, wherever, used or not using elevators, and such discharge shall constitute a sufficient delivery by the Carrier. Thereafter said grain shall be at the risk and expense of the Merchant.

51. **(Intermodal Transportation)** (a) This Bill of Lading may be issued for intermodal transportation in any country where (as issued) between the Merchant and an inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading are made available to the Ocean or Inland Carrier upon request. (b) Claims by the Merchant against an inland Carrier for loss or damage shall be given and/or commenced as provided in the Inland Carrier's applicable bill of lading.

52. **(Ocean Carrier Tariff)** This Bill of Lading is subject to the Ocean Carrier's applicable tariff. Copies of the applicable tariffs are obtainable from the Ocean Carrier upon request.

53. **(Severability of Terms)** The terms of this Bill of Lading are severable and if any term or term is declared invalid, unenforceable or illegal, the remaining terms shall survive and be enforceable and not affected.


34. (Pursuing Clause) All exceptions, exemptions, defenses, limitations, liabilities, privileges and conditions granted or provided by this Bill of Lading or by applicable law or by statute or for the benefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the Vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each them.



ORIGINAL

## CITI FREIGHT LOGISTICS INC

## BILL OF LADING

<b>FMC-OTI No. 027883NF</b>		<b>FOR PORT-TO-PORT OR COMBINED TRANSPORT</b>		
<b>EXPORTER/SHIPPER</b> WINWEAR LIMITED SONDA, SHARIFPUR, MALAKHERBARI, NATIONAL UNIVERSITY, GAZIPUR SADAR, GAZIPUR-1704, BANGLADESH.		<b>BOOKING NUMBER</b> MEDUKA866905		<b>BILL OF LADING NUMBER</b> CITIMEDUKA866905
		<b>CONSOLIDATION NUMBER</b>		<b>CONTAINER NUMBER</b>
		<b>EXPORT REFERENCES</b>		<b>SHIPPER'S REFERENCES</b>
<b>CONSIGNEE TO</b> TO THE ORDER OF: THE PREMIER BANK LTD. MOHAKHALI BRANCH. 99, MOHAKHALI C/A, DHAKA-1212, BANGLADESH.		<b>FORWARDING AGENT</b> CLASSIC FREIGHT LTD. HOUSE 1/B (1ST FLOOR) ROAD - 8 BLOCK - I BANANI, DHAKA-1213 BANGLADESH, TEL: +880222270286  <b>POINT (STATE) OF ORIGIN OR FTZ NUMBER</b>		
<b>NOTIFY PARTY/INTERMEDIATE CONSIGNEE</b> 1) NORTH SOUTH US INC, 8475, 168 PL. JAMAICA, NEW YORK, USA  2) INTERNATIONAL TRADE FINANCE LLC 8 THE GREEN, SUITE NO. 5232, DOVER, DE 19901, U.S.A		<b>DESTINATION AGENT</b> CITI FREIGHT LOGISTICS INC. 55 CARTER DRIVE, SUITE# 201, EDISON, NJ, 08817, USA, 732-837-3884, docs@citifreightlogistics.com imports@citifreighttu, FMC-OTI NO. : 027883NF		
<b>* PRE-CARRIAGE BY</b>	<b>* PLACE OF RECEIPT BY PRE-CARRIER</b> CHATTOGRAM, BANGLADESH			
<b>VESSEL</b> OEL COLOMBO SC121R	<b>PORT OF LOADING/EXPORT</b> CHATTOGRAM, BANGLADESH		<b>LOADING PIER/TERMINAL</b> CHATTOGRAM, BANGLADESH	
<b>FOREIGN PORT OF UNLOADING/DISCHARGE</b> NEW YORK, U.S.A	<b>* PLACE OF DELIVERY BY ON-CARRIER</b> NEW YORK, U.S.A	<b>CO-LOADED WITH</b>	<b>CONTAINERIZED</b> YES	
<b>CARRIER'S RECEIPT</b>		<b>PARTICULARS FURNISHED BY SHIPPER</b>		
<b>MARKS AND NUMBERS</b>	<b>NO. OF PKGS</b>	<b>DESCRIPTION OF PACKAGES AND GOODS</b>		<b>GROSS WEIGHT</b>
AS PER COMMERCIAL INVOICE AND PACKING LIST  <b>SHIPPED ON BOARD</b> <b>17 JUN 2021</b>	804 CARTONS	MEN'S TOP BOTTOM SET PO NUMBER: AW-08-11-20, AW-09-11-20, AW-10-11-20 STYLE NO: N-08-05, N-08-09, N-09-05, N-09-09, N-10-05, N-10-09 HS CODE: 6109.1000 INVOICE NO: WIN/ASIA/TEX/F-64/2021/037 DATE: 10-06-2021 EXP NO.: 2161-001241-2021 DATE: 10-06-2021 S.C NO.: AW/08/09/10/11/2020 DATE: 17-01-2021 LC NUMBER: 210326DLC530KSCB DATE: 26-03-21 FREIGHT COLLECT  CONTAINERNO: BMOU4879034      SEAL: FX16121374      SIZE: 40HC      MODE: CYCY		12,930.900 KGS
				60.110 CBM
* APPLICABLE ONLY WHEN DOCUMENT USED AS COMBINED TRANSPORT BILL OF LADING		<b>DECLARED VALUE (FOR AD VALOREM PURPOSE ONLY).</b> (REFER TO CLAUSE 26 ON REVERSE HEREOF) IN US\$		
In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the shipper, consignee and owner of the goods and the holder of this bill of lading, agree to be bound by all the stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such shipper, consignee, owner or holder. In witness whereof three (3) bills of lading, all of the tenor and date have been signed, one of which being accomplished, the others to stand void.		<b>FREIGHT AND CHARGES</b> FREIGHT COLLECT		
<b>BY: CITI FREIGHT LOGISTICS INC., As Carrier</b> <b>CLASSIC FREIGHT LTD.</b> 		<b>NO. OF ORIGINALS</b> ORIGINAL		
		DATE: 17-06-2021	PLACE OF ISSUE: DHAKA, BANGLADESH	



### Combined Transport Bill of Lading

(F) *(Disclaimers)* When used in this Bill of Lading, the term "Ocean Carrier" means the company and the fleet of the said fleet, which provides the sea carriage of Goods, and the vessel, her owner, and crew, and charterers, whomever any of the preceding parties is acting as ocean carrier, non-vessel operating common carrier, or bailee. (G) "Inland Carrier" means the company and the fleet of the said fleet, which provides the inland carriage of Goods, and the vessel, her owner, and crew, and charterers, whomever any of the preceding parties is acting as inland carrier. (H) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more inland carriers. (I) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport. (J) "Merchant" includes the shipper, consignor, consignee, owner, and receiver of the Goods and the person or persons to whom the Goods are delivered, and the person or persons to whom the Bill of Lading is issued. (K) "Vessel" includes the vessel named or furnished by or on behalf of the Merchant, including the container(s) or its well(s). (L) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, craft, lighter, barge or other means of transport that is substituted in whole or in part for that vessel. (M) "Container" includes any containers (including an open top container) flat rack, platform, trailer, transportable tank, pallet or any other device used for transportation of Goods. (N) "Inland Carrier" includes any inland carrier, whether or not a vessel, that is substituted in whole or in part for the Vessel or is in the custody of the Ocean Carrier, and in the event of Combined Transport, if the originating carrier is an inland Carrier. (O) "On Board" means that the Goods have been loaded on board rail cars or other means of inland carriage or are in the custody of a participating railroad or other inland Carrier. (P) "Subcontractor" includes shippers, longshoremen, riggers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of Goods. (Q) "Incoterms" means the Incoterms published by the International Chamber of Commerce. (R) "Incoterms 2010" means the Incoterms published by the International Chamber of Commerce in 2010. (S) "Incoterms 2020" means the Incoterms published by the International Chamber of Commerce in 2020. (T) "Incoterms 2030" means the Incoterms published by the International Chamber of Commerce in 2030. (U) "Incoterms 2040" means the Incoterms published by the International Chamber of Commerce in 2040. (V) "Incoterms 2050" means the Incoterms published by the International Chamber of Commerce in 2050. (W) "Incoterms 2060" means the Incoterms published by the International Chamber of Commerce in 2060. (X) "Incoterms 2070" means the Incoterms published by the International Chamber of Commerce in 2070. (Y) "Incoterms 2080" means the Incoterms published by the International Chamber of Commerce in 2080. (Z) "Incoterms 2090" means the Incoterms published by the International Chamber of Commerce in 2090. (AA) "Incoterms 2100" means the Incoterms published by the International Chamber of Commerce in 2100. (AB) "Incoterms 2110" means the Incoterms published by the International Chamber of Commerce in 2110. (AC) "Incoterms 2120" means the Incoterms published by the International Chamber of Commerce in 2120. (AD) "Incoterms 2130" means the Incoterms published by the International Chamber of Commerce in 2130. (AE) "Incoterms 2140" means the Incoterms published by the International Chamber of Commerce in 2140. (AF) "Incoterms 2150" means the Incoterms published by the International Chamber of Commerce in 2150. (AG) "Incoterms 2160" means the Incoterms published by the International Chamber of Commerce in 2160. (AH) "Incoterms 2170" means the Incoterms published by the International Chamber of Commerce in 2170. (AI) "Incoterms 2180" means the Incoterms published by the International Chamber of Commerce in 2180. (AJ) "Incoterms 2190" means the Incoterms published by the International Chamber of Commerce in 2190. (AK) "Incoterms 2200" means the Incoterms published by the International Chamber of Commerce in 2200. (AL) "Incoterms 2210" means the Incoterms published by the International Chamber of Commerce in 2210. (AM) "Incoterms 2220" means the Incoterms published by the International Chamber of Commerce in 2220. (AN) "Incoterms 2230" means the Incoterms published by the International Chamber of Commerce in 2230. (AO) "Incoterms 2240" means the Incoterms published by the International Chamber of Commerce in 2240. (AP) "Incoterms 2250" means the Incoterms published by the International Chamber of Commerce in 2250. (AQ) "Incoterms 2260" means the Incoterms published by the International Chamber of Commerce in 2260. (AR) "Incoterms 2270" means the Incoterms published by the International Chamber of Commerce in 2270. (AS) "Incoterms 2280" means the Incoterms published by the International Chamber of Commerce in 2280. (AT) "Incoterms 2290" means the Incoterms published by the International Chamber of Commerce in 2290. (AU) "Incoterms 2300" means the Incoterms published by the International Chamber of Commerce in 2300. (AV) "Incoterms 2310" means the Incoterms published by the International Chamber of Commerce in 2310. (AW) "Incoterms 2320" means the Incoterms published by the International Chamber of Commerce in 2320. (AX) "Incoterms 2330" means the Incoterms published by the International Chamber of Commerce in 2330. (AY) "Incoterms 2340" means the Incoterms published by the International Chamber of Commerce in 2340. (AZ) "Incoterms 2350" means the Incoterms published by the International Chamber of Commerce in 2350. (BA) "Incoterms 2360" means the Incoterms published by the International Chamber of Commerce in 2360. (BB) "Incoterms 2370" means the Incoterms published by the International Chamber of Commerce in 2370. (BC) "Incoterms 2380" means the Incoterms published by the International Chamber of Commerce in 2380. (BD) "Incoterms 2390" means the Incoterms published by the International Chamber of Commerce in 2390. (BE) "Incoterms 2400" means the Incoterms published by the International Chamber of Commerce in 2400. (BF) "Incoterms 2410" means the Incoterms published by the International Chamber of Commerce in 2410. (BG) "Incoterms 2420" means the Incoterms published by the International Chamber of Commerce in 2420. (BH) "Incoterms 2430" means the Incoterms published by the International Chamber of Commerce in 2430. (BI) "Incoterms 2440" means the Incoterms published by the International Chamber of Commerce in 2440. (BJ) "Incoterms 2450" means the Incoterms published by the International Chamber of Commerce in 2450. (BK) "Incoterms 2460" means the Incoterms published by the International Chamber of Commerce in 2460. (BL) "Incoterms 2470" means the Incoterms published by the International Chamber of Commerce in 2470. (BM) "Incoterms 2480" means the Incoterms published by the International Chamber of Commerce in 2480. (BN) "Incoterms 2490" means the Incoterms published by the International Chamber of Commerce in 2490. (BO) "Incoterms 2500" means the Incoterms published by the International Chamber of Commerce in 2500. (BP) "Incoterms 2510" means the Incoterms published by the International Chamber of Commerce in 2510. (BQ) "Incoterms 2520" means the Incoterms published by the International Chamber of Commerce in 2520. (BR) "Incoterms 2530" means the Incoterms published by the International Chamber of Commerce in 2530. (BS) "Incoterms 2540" means the Incoterms published by the International Chamber of Commerce in 2540. (BT) "Incoterms 2550" means the Incoterms published by the International Chamber of Commerce in 2550. (BU) "Incoterms 2560" means the Incoterms published by the International Chamber of Commerce in 2560. (BV) "Incoterms 2570" means the Incoterms published by the International Chamber of Commerce in 2570. (BW) "Incoterms 2580" means the Incoterms published by the International Chamber of Commerce in 2580. (BX) "Incoterms 2590" means the Incoterms published by the International Chamber of Commerce in 2590. (BY) "Incoterms 2600" means the Incoterms published by the International Chamber of Commerce in 2600. (BZ) "Incoterms 2610" means the Incoterms published by the International Chamber of Commerce in 2610. (CA) "Incoterms 2620" means the Incoterms published by the International Chamber of Commerce in 2620. (CB) "Incoterms 2630" means the Incoterms published by the International Chamber of Commerce in 2630. (CC) "Incoterms 2640" means the Incoterms published by the International Chamber of Commerce in 2640. (CD) "Incoterms 2650" means the Incoterms published by the International Chamber of Commerce in 2650. (CE) "Incoterms 2660" means the Incoterms published by the International Chamber of Commerce in 2660. (CF) "Incoterms 2670" means the Incoterms published by the International Chamber of Commerce in 2670. (CG) "Incoterms 2680" means the Incoterms published by the International Chamber of Commerce in 2680. (CH) "Incoterms 2690" means the Incoterms published by the International Chamber of Commerce in 2690. (CI) "Incoterms 2700" means the Incoterms published by the International Chamber of Commerce in 2700. (CJ) "Incoterms 2710" means the Incoterms published by the International Chamber of Commerce in 2710. (CK) "Incoterms 2720" means the Incoterms published by the International Chamber of Commerce in 2720. (CL) "Incoterms 2730" means the Incoterms published by the International Chamber of Commerce in 2730. (CM) "Incoterms 2740" means the Incoterms published by the International Chamber of Commerce in 2740. (CN) "Incoterms 2750" means the Incoterms published by the International Chamber of Commerce in 2750. (CO) "Incoterms 2760" means the Incoterms published by the International Chamber of Commerce in 2760. (CP) "Incoterms 2770" means the Incoterms published by the International Chamber of Commerce in 2770. (CQ) "Incoterms 2780" means the Incoterms published by the International Chamber of Commerce in 2780. (CR) "Incoterms 2790" means the Incoterms published by the International Chamber of Commerce in 2790. (CS) "Incoterms 2800" means the Incoterms published by the International Chamber of Commerce in 2800. (CT) "Incoterms 2810" means the Incoterms published by the International Chamber of Commerce in 2810. (CU) "Incoterms 2820" means the Incoterms published by the International Chamber of Commerce in 2820. (CV) "Incoterms 2830" means the Incoterms published by the International Chamber of Commerce in 2830. (CW) "Incoterms 2840" means the Incoterms published by the International Chamber of Commerce in 2840. (CX) "Incoterms 2850" means the Incoterms published by the International Chamber of Commerce in 2850. 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(CQ) "Incoterms 3040" means the Incoterms published by the International Chamber of Commerce in 3040. (CR) "Incoterms 3050" means the Incoterms published by the International Chamber of Commerce in 3050. (CS) "Incoterms 3060" means the Incoterms published by the International Chamber of Commerce in 3060. (CT) "Incoterms 3070" means the Incoterms published by the International Chamber of Commerce in 3070. (CU) "Incoterms 3080" means the Incoterms published by the International Chamber of Commerce in 3080. (CV) "Incoterms 3090" means the Incoterms published by the International Chamber of Commerce in 3090. (CW) "Incoterms 3100" means the Incoterms published by the International Chamber of Commerce in 3100. (CX) "Incoterms 3110" means the Incoterms published by the International Chamber of

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### Combined Transport Bill of Lading

1. (Definitions) When used in this Bill of Lading (A) "Ocean Carrier" means the company stated on the front of the bill of lading, which performs the sea carriage of Goods, and the vessel, her owner, and demise charterer, whether any of the preceding parties is acting as ocean carrier, non-vessel operating common carrier, or bailee. (B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee. (C) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more inland

(2) "Pseudo-Port Transporter" means carriage of the Goods under this Bill of Lading other than combined transport. (3) "Merchant" includes the shipper, consignee, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading. (4) "Goods" mean the cargo described on the face of this Bill of Lading, and if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well. (5) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, craft, lighter, barge, or other means of transport that is substituted in whole or in part for that vessel. (6) "Carrier" means the carrier or carriers, or their agent or agents, who are named on the bill of lading as the carrier or carriers for the transportation of goods. (7) "Laden on Board" or similar words endorsed on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Ocean Carrier, and in this event of Combined Transport if the originating carrier is an inland Carrier. "On Board" means that the Goods have been loaded on board rail cars or other means of inland carriage or are in the custody of a participating railroad or other inland Carrier. (8) "Subcontractor" includes warehousemen, longshoremen, lightermen, terminal operators, stevedores, truckers, agricultural carriers, and any person, firm, or company, whether or not named on the bill of lading, who is responsible for the carriage of the Goods under this bill of lading. *United States of America.*

2. (Clarification Paragraph) (A) Except as this Bill of Lading covers carriage of goods by water, this Bill of Lading shall have effect subject to the provisions of the "Hague Rules", namely the International Conventions for the Unification of Certain Rules Relating to Bills of Lading dated at Brussels, August 25, 1924, as amended (including, where applicable, the 1968 Protocol to the Convention), in their entirety, and in the absence of such amendments or otherwise compulsory applicable, the Hague Rules as enacted in the country of destination shall apply. When no such amendments in force in the country of shipment or the otherwise compulsory applicable, the Hague Rules as enacted in the country of destination shall apply. When no such amendments in force in the country of shipment or the otherwise compulsory applicable, the terms of the Hague Rules as enacted by the Convention of 1924, in their entirety, shall apply. (B) Goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1924, 46 U.S.C. § 1910-1933 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) govern through to the extent that they are in the custody of the Ocean Carrier and any other vessel or person involved in the carriage of the goods covered by this Bill of Lading.

3. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.

4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Ocean Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws, statutes, or regulations of any country.

3. **Non-Contracting Exceptions and Irrevocability of Subcontractors** (a) The Ocean Carrier shall be entitled to subcontract any item the whole or part of the handling, storage, or carriage of the cargo to a subcontractor. The Ocean Carrier shall be entitled to subcontract any item to a subcontractor if the subcontract is made against any Subcontractor (as defined in Article 1.) (b) The Ocean Carrier, or Subcontractor, of Ocean Carrier, except Indent Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and if any such liability is imposed or attempted to be imposed, shall be liable to the Goods owner for the full amount of such liability. (c) Without prejudice to the foregoing, every Subcontractor (and Subcontractor's Subcontractor) shall have the benefit of all provisions in this Bill of Lading for the benefit of the Ocean Carrier as if such provisions were separately for the Subcontractor's benefit. In entering into this contract the Ocean Carrier, to the extent of those provisions, does so not only on its own behalf

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(c) (responsibility) (A) Insofar as this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Ocean Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge. "Loading" shall be deemed to commence with the hooking on the vessel's luffs, or if not using the vessel's luffs, with the receipt of the Goods on deck or in the hold or if the Goods are in bulk (i.e. in the vessel's permanent hold) containers. "Discharge" shall be deemed to commence with the unhooking of the vessel's luffs, or if not using the vessel's luffs, with the receipt of the Goods on deck or in the hold or if the Goods are in bulk (i.e. in the vessel's permanent hold) containers. "Loss or damage" shall be deemed to include loss of or damage to the Goods caused by theft or pilferage, or by breakage or by leakage or by water damage, or by any other cause, except for loss of or damage to the Goods caused by fire, war, piracy, or by the perils of the seas. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Ocean Carrier and each Inland Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and neither, Ocean Carrier or Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods shall be made against the carrier in whose custody the Goods were at the time the loss or damage or damage or delay was caused. (C) If it is established by the Merchant that the Ocean Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility, subject to the provisions of this Bill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when the Goods were received at the sea terminal at the port of discharge, the responsibility of the Ocean Carrier shall be limited to the extent prescribed by its applicable Hague Rules as provided in Article 2. (2) Save as indicated (C) (a) above, with respect to loss or damage caused during the handling, storage or carriage of the Goods by Ocean Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided that such handling, storage or carriage was not caused by fire, war, piracy, or by the perils of the seas. (3) Insofar as the responsibility for loss of or damage to the Goods is not caused by fire, war, piracy, or by the perils of the seas, the Ocean Carrier shall only be liable for procuring such handling, storage or carriage. If such handling, storage or carriage occurred in or between ports in Europe, or where otherwise applicable, such responsibility shall be governed (a) if by road by the Convention on the Contract for the International Carriage of Goods by Road, dated 18 May, 1968 (CMR), (b) if by rail, by the Convention on the International Carriage of Goods by Rail, dated 9 May, 1961 (CIM), (c) if by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Vienna 12 October, 1928, as amended by the Hague Protocol dated 28 September, 1955 (Warsaw Convention); (d) if it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be to the extent, but not further, than the Inland Carrier would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided that such handling, storage or carriage was not caused by fire, war, piracy, or by the perils of the seas. (4) Notwithstanding Paragraph A (1), (2) or (3) of (C), the Ocean Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Ocean Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay. (f) If Bill of Lading is used for Port-to-Port Transportation, the column indicating final destination on the face of this Bill of Lading shall be deemed to be a declaration of the destination of the Goods, and the responsibility for the Goods shall be deemed to pass at the place of discharge of the Goods at the port of destination.

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direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

2. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.

10. (Use of Container) When the Goods are not already packed into a container at the time of receipt by the Ocean

11. (Ocean Carrier's Contender) (A) The Merchant assumes full responsibility for and shall indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant. Its agents, or common carriers engaged by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death of or injury to persons, or loss of or damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, its agents, or common carriers, sustained by or on behalf of the Merchant.

12. **(Container Packed by Merchant)** If the cargo is loaded by the Ocean or Inland Carrier is a container packed by or on behalf of the Merchant. (A) The Bill of Lading is prima facie evidence of the receipt only of the number on the face of the Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts no responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents of the containers and the loading and unloading of the containers are safe and proper, and (2) that the containers and their contents are suitable for transport and storage according to the terms of the Bill of Lading, including Article 15. In the event of the Merchant's negligence or the negligence of its servants, the Merchant and not the Ocean Carrier shall be responsible for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any resulting loss or damage to persons or property (including the Goods). (C) The Merchant shall inspect the container when it is furnished by or on behalf of the Ocean Carrier and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purposes of the transport contracted for in this Bill of Lading. Unless the Merchant gives notice to the Ocean Carrier in writing, to the Ocean Carrier before the transport. (D) If the container is delivered after transport by the Ocean or Inland Carrier with seals intact, such delivery shall be deemed to be in conformity with the Bill of Lading. (E) The Ocean Carrier's obligation to deliver the goods in conformity with the Bill of Lading shall not be limited by the loss of or damage to the Ocean Carrier's equipment. (F) The Ocean and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred herefrom shall be borne by the Merchant. (G) Any seal of the container broken by customs or other authorities for inspection of its contents, the Ocean Carrier shall not be liable for any resulting loss, damage or expenses.

18. [Special Carrier or Container] (A) The Ocean Carrier does not undertake to carry the Goods in refrigerated containers, insulated ventilators, or any other special kind of container, unless specifically agreed upon by written contract between the Merchant and the Ocean Carrier; and such special arrangements are noted on the face of this Bill of Lading; and (B) special freight as required has been paid. The Ocean Carrier shall not be responsible for the function of a special container supplied by or on behalf of the Merchant. (C) The Ocean Carrier shall not be liable for any loss of or damage to Goods in a special holder or container either arising from latent defects, breakdown, or stoppage of the refrigeration or insulation machinery, fire, leakage, spillage, pilferage, theft, breakage, or other cause whatsoever, whether or not caused by negligence, provided that the carrier performs all of the duties required by the transport documents due diligence to maintain the speed hold or container in an efficient state. (D) If the Goods have been packed into refrigerated containers by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchants is inserted in this Bill of Lading, the Ocean Carrier will set the thermocouple control within the requested temperature range but does not guarantee the maintenance of such temperature inside the container. (E) If the cargo received by the Ocean or Inland Carrier is in a refrigerated container packed by or on behalf of the Merchant, it is the obligation of the Merchant to ensure that the cargo is stored at the appropriate temperature. The Ocean Carrier will not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation. The Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container.

14. [Dangerous Goods, Contraband] (A) The Ocean Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Ocean Carrier's approval of certain explicit conditions to be observed prior to the carriage of such Goods. (B) The Ocean Carrier shall be entitled to refuse to accept for carriage any Goods which are not accurately stated in the nature, nature and classification of the Goods, as well as to show they are dangerous and the material to be carried. (C) The Ocean Carrier shall be entitled to refuse to accept for carriage any Goods which are not properly packed, labeled, and marked in accordance with the applicable regulations. (D) The Ocean Carrier shall be entitled to refuse to accept for carriage any Goods which are not properly secured, stowed, lashed, dunnaged, or braced in accordance with the applicable regulations. (E) The Ocean Carrier shall be entitled to refuse to accept for carriage any Goods which are not properly secured, stowed, lashed, dunnaged, or braced in accordance with the applicable regulations. (F) The Ocean Carrier shall be entitled to refuse to accept for carriage any Goods which are not properly secured, stowed, lashed, dunnaged, or braced in accordance with the applicable regulations. (G) The Ocean Carrier shall be entitled to refuse to accept for carriage any Goods which are not properly secured, stowed, lashed, dunnaged, or braced in accordance with the applicable regulations. (H) The Ocean Carrier shall be entitled to refuse to accept for carriage any Goods which are not properly secured, stowed, lashed, dunnaged, or braced in accordance with the applicable regulations. (I) The Ocean Carrier shall be entitled to refuse to accept for carriage any Goods which are not properly secured, stowed, lashed, dunnaged, or braced in accordance with the applicable regulations. 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18. (Henry Litt) (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked clearly and durably on outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant fails in obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to connection with the Goods. (2) the Merchant shall be liable for resulting loss of or damage to any person or property and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by Ocean Carrier.

**10. Delivery by Marks** (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance with the marks, unless such marks have been clearly and duly stamped or marked upon the Goods, package, or container by the Merchant before they are received by the Ocean or Inland Carrier, in letters and numbers not less than inches high, together with the names of the port of discharge and place of delivery. (B) In no circumstances shall the Ocean Carrier be responsible for delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on bills of Lading and in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnify the Ocean Carrier against all loss, damage or expense resulting from inadequacy or incompleteness of the marks. (D) Goods that cannot be identified as to merits or amounts, except averaging specific measurements, shall not otherwise accounted for may be allocated for the purpose of payment of claims if the value of the goods is not ascertainable.

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Merchant's request in writing to the Ocean Carrier at least 3 days prior to the scheduled date of arrival of the Goods at the point of discharge contained only the following information: (1) the name of the Ocean Carrier; (2) the name of the Merchant; and (3) the name of the consignee. If the lack of the contractors to inspect the date of unloading at the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, the Ocean Carrier shall be responsible for any loss or damage resulting from such delivery and the Merchants shall be liable for appropriate adjustment of the freight and any additional charges incurred (C) If the Goods have been packed in containers by the Ocean Carrier shall unpeck the containers and deliver its contents and the Ocean Carrier shall not be required to deliver the Goods in the container. At the Ocean Carrier's discretion, and subject to prior agreement between the Merchant and the Ocean Carrier, the Goods may be delivered in the container. (D) If the Goods are delivered in a container with any marks intact at the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, and the Ocean Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivery shall be granted only when arranged prior to the time of receipt of Goods by Ocean Carrier and if expressly stated on the face of this Bill of Lading. The Merchant declining to himself of the option so expressed must give notice in writing to the Ocean Carrier at the first port of call named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be treated as if the option is not exercised. (F) The Merchant shall be responsible for the cost of unloading of the Goods at all ports at Ocean Carrier's option, and for the cost of re-loading, either to Merchant or others, of the arrival, discharge, disposition of Goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading, concerning notification or a notify name.

21. (Transshipment and Forwarding) (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft, barge, or other means.

transport by water, land or air, whether or not covered or operated by the Ocean Carrier. (5) The Ocean Carrier may under any circumstances whatsoever discharge the Goods or any part of them in any port or place for insurance purposes or for any other reason, whether or not such port or place is a port of call, and the Goods so discharged shall be deemed to have been discharged at the port of discharge or place of delivery, or if they be misrouted, they, when raised, may be forwarded to their intended point of discharge or place of delivery at the Ocean Carrier's expense, but the Ocean Carrier shall not be liable for any loss, damage, delay, or depreciation incurred on such forwarding. (6) It is agreed that the Ocean Carrier shall not be liable for any loss, damage, delay, or depreciation incurred by the Goods while loading with the ship's crew or by the Ocean Carrier's service, (i) to be at the sole risk and expense of the Merchant, and ~~rather~~ the Ocean Carrier nor its Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier re-loading the Goods by the Ocean Carrier of a bill of lading, receipt, or other shipping document at a time or place prior to that at which the Goods are loaded on board the Vessel.

22. (Fire) The Ocean Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Ocean Carrier.

23. (b)(1) (A) The Occener Canteer shall have a lien on the Goods, which shall extend delivery, for at least, debt, demurrage, damages, loss, charges, expenses, and any other sums (including costs, customs fees, attorney fees, and other fees for recovering the sums) chargeable to the Merchant under this Bill of Lading and any preliminary contract for delivery or carriage of the Goods. Occener Canteer may foreclose the lien by selling the Goods without notice to the Merchant privately or by public auction. If in sale of the Goods the proceeds fail to cover the amount due and the costs are not increased, the Occener Canteer shall be entitled to recover the balance due from the Merchant. (B) The Occener Canteer shall not be liable for any loss or damage to the Goods if the Occener Canteer's obligation to the Merchant is discharged or otherwise, the Occener Canteer (without responsibility to it) may of its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the spot rate and expense of the Merchant.

24. Freight and charges (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier for the purpose of ascertaining the actual particulars may at any time and in like manner require the Merchant upon the contract to deliver to the carrier a certificate of the contents, weight, or value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Freight to the point of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Ocean Carrier, whether the freight be stated or intended to be prepaid or to be collected on arrival of the Goods at the place of destination. (C) The Merchant shall be liable for and bound to pay to the Ocean Carrier for and to receive all claims and charges under any circumstances, whether the Vessel under the Goods be lost or not, or the voyage be broken up, frustrated, or abandoned at any stage of the voyage thereon. Freight shall be paid even if damaged or uninsured Goods. (D) The Payment of freight and other charges shall be made in full and in cash without any offset, counter claim, or deduction. Where freight is payable at the point of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in this bill of Lading, or, at Ocean Carrier's option, in another currency subject to the regulations of the freight conference concerned, if any, or, at Merchant's option, in any other currency.

(A) The Ocean Carrier's consent and after payment of \$50,000 freight and compensation for any loss sustained by the Ocean Carrier through such taking over or disposal. (B) If the Goods are not available within the Vessel's ready to meet (1) The Ocean Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice. (2) Unless the unavailability arises in the course of combined transport and is caused by the failure of the Ocean Carrier to perform its obligations under the Bill of Lading, the Goods shall be deemed to have been delivered. (3) The Warehouseman shall be liable for the loss and shall indemnify the Ocean Carrier against: (a) all duties, taxes, consular fees and other charges levied on the Goods; and (2) all third, damages and losses sustained by the Ocean Carrier in connection with Goods, however caused, including the Merchant's failure to comply with laws and regulations or any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other documents required for the Goods to be landed. (4) The Warehouseman shall be liable for the loss of the Goods if the Ocean Carrier refuses transportation or importation by any public authority. (5) If the Ocean Carrier is of the opinion that the Goods are in need of testing, inspecting, mending, repacking, or reconditioning, or otherwise require protecting or caring for, the Ocean Carrier at its discretion may, by itself or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (6) The Shipper, consignee, consignee's order, or other party to the Bill of Lading shall be liable for the loss and shall indemnify the Ocean Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of Lading.

25. (Notice of Claim and Time for Suit against Ocean Carrier.) (A) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Ocean Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods, the Ocean Carrier shall not be liable for such loss or damage. (B) The time for suit shall have been deemed to have been delivered, as described in this Bill of Lading. (5) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or on a date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and judgment obtained over the Ocean Carrier within one year after the date.

28. Limitation of Liability. (A) Subject to Subpart (B) below for the purpose of determining the extent of the Ocean Carrier's liability for loss or damage to the Goods, the Merchant agrees that the value of the Goods to the Merchant net invoice cost, plus freight and insurance premium, if paid. The Ocean Carrier shall not be liable for loss or damage to any container or cargo which is carried in connection with the Goods as caused during the period of the custody or carriage to which the applicable version of the Hague Rules applies; (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the maximum amount per package or unit in the applicable version of the Hague Rules, wherein such US COGSA is applicable to an amount not exceeding \$500 per package or unit; provided, however, that the actual value of the Goods may exceed the amount specified herein; Involving by the Merchant between receipt of the Goods by the Ocean Carrier and transacted on the face of the Bill of Lading and/or other freight has been paid as required; If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value; and the Ocean Carrier shall not be liable for loss or damage in an amount exceeding the actual value of the goods per package or unit; therefore, if any, shall not exceed the declared value. Any partial loss or damage to the goods shall be subject to the same limitation of liability as would have applied had the entire cargo been lost; (2) Where the cargo has been packed into a container or unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of the Bill of Lading shall constitute the number of the packages or units for the purpose of the application of the limitation of liability contained in this Article.

27. **(General Average: New-Jason Clause)** (A) General average shall be admitted, stated and settled at any place at the Ocean Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency supplied by the Ocean Carrier. The general average shall be contributed to by the Merchant and the Ocean Carrier in proportion to the value of each such deposit as the Ocean Carrier may deem sufficient to cover its estimated contribution of the Goods and any salvage and special charges hereon and any other additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean Carrier before delivery of the Goods. (B) In the event of accident, damage, danger, or distress before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, the Merchant and the Ocean Carrier shall contribute to the general average, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment of any sacrifices, losses or expenses of general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Ocean Carrier, salvage shall be paid for in full and in the same manner as such salvaging ship belonged to a stranger.

feasibility which might be incurred directly or indirectly by the other or non-carrying ship or her owners inssofar as such loss or liability represents loss of damages to the vessel or cargo of the carrying ship.

(c) The provisions of this charterparty shall apply to the Merchant and set-off, rechartered or recomanned by the Charterer, whether or not the non-carrying ship or her owners as part of their claim against the Vessel's stevedores.

The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than the vessel are the cause of damage to the cargo of a vessel chartered under this charterparty.

(d) The cargo consists of Bulk Materials, Lumber, Cotton. (A) The term "improved good order and condition" when used in Bill of Lading does not mean: (1) With reference to Iron, steel, or metal products, that the Goods when received were free from visible rust or moisture; (2) With reference to Lumber, timber, plywood, or other wood products, that they were free from decay, insect damage, or mold; (3) That the goods were packed in accordance with applicable trade practice; (4) That the goods were loaded, stowed, dunnaged, secured, lashed, braced, blocked, or supported in conformity with applicable trade practice.

(e) In the event of a spillage, if the Merchant so requires a substantial bill of lading will be issued setting forth any conditions as to the foregoing that may appear on the mate's or tally clerk's receipt or similar document. (f) Description of the commodity of cotton cargo does not relate to the sufficiency or non-sufficiency of the covering nor to any damage, removal, loss, or destruction of the commodity.

30. (Grain) Discharge of grain received by the Ocean Carrier in bulk may be in port, on barges, and/or lighters, elsewhere, using or not using elevators, and such discharge shall constitute a sufficient delivery by the Carrier. Thereafter said grain shall be at the risk and expense of the Merchant.

31. (Intermodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading are available from the Ocean or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and shall be commenced as provided in the Inland Carrier's applicable bill of lading.

33. (Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or enforceability, of any other part or term shall not be affected.

34. (Himalaya Clause) All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statute or for the benefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the Vessel and to and for the benefit of all parties performing services in connection with the Goods as agents, contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and employees of each them.

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

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